

**AGREEMENT BETWEEN  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND  
CSG CONSULTANTS INC.  
FOR ON CALL FEDERAL AID RELATED PROJECT COORDINATION SERVICES**

This Agreement entered this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City/County Association of Governments of San Mateo County, a joint powers agency, hereinafter called "C/CAG" and CSG Consultants Inc., hereinafter called "Contractor."

**W I T N E S S E T H**

WHEREAS, C/CAG is a joint powers agency designated by the Metropolitan Transportation Commission (MTC) as the Congestion Management Agency (CMA) for San Mateo County; and,

WHEREAS, C/CAG, acting as the CMA is responsible for project selection, programming, and overall program delivery of federal aid funds received by the County; and

WHEREAS, C/CAG has determined that on call consultant services are needed to assist staff with the performance of CMA delegated responsibilities; and

WHEREAS, C/CAG has determined, through a competitive review process, that the Contractor has the requisite qualifications to perform this work; and

WHEREAS, by adoption of Resolution 12-40, the C/CAG Board of Directors has authorized the C/CAG Chair to execute an agreement with Contractor and another service provider for on-call Project Coordination services, in an amount not to exceed \$200,000 to be shared among both contracts, for a two (2) year term, and has further authorized the Executive Director to execute task orders in full conformity with the terms and conditions of the on-call service agreement.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be provided by Contractor. Contractor agrees to perform the broad range of services described in Exhibit A, attached hereto (the "Services"). As specific services are identified, C/CAG staff will present the Contractor with a proposed scope of work for a specific task and request a cost proposal. The Contractor will provide C/CAG with a cost proposal for the specific task. Specific work scope and payment may be negotiated. A task order defining cost and schedule will be prepared for execution. The C/CAG Executive Director must approve and execute the task order before procurement of any expenditure. Contractor shall provide services consistent with its proposal submitted to C/CAG and incorporated by reference.
2. Payments. In consideration of Contractor providing the Services, C/CAG shall reimburse Contractor based on a time and material basis on the executed task order and the hourly cost rates set forth in Exhibit A up to a maximum amount of two hundred thousand dollars (\$200,000) for Services provided during the Contract Term as set forth below. Payments shall be made to contractor monthly based on an invoice submitted by contractor that identifies expenditures and describes services performed in accordance with the agreement. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.
3. Relationship of the Parties. It is understood that Contractor is an Independent Contractor and this

Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.

4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party.
5. Contract Term. This Agreement shall be in effect as of June 15, 2012 and shall terminate on June 15, 2014 unless otherwise extended or terminated as set forth herein. Either party may terminate this Agreement at any time for any reason by providing 30 days' notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all Services provided to the date of termination.
6. Hold Harmless/ Indemnity: Contractor shall indemnify and save harmless C/CAG, its agents, officers and employees from all claims, suits or actions to the extent caused by the negligence, errors, acts or omissions of the Contractor, its agents, officers or employees related to or resulting from performance, or non-performance under this Agreement.

The duty of the parties to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Insurance: Contractor or any subcontractors performing the services on behalf of Contractor shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. Contractor shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy. Such Insurance shall include at a minimum the following:

Workers' Compensation and Employer Liability Insurance: Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance: Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect C/CAG, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by the Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.

Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
a. Comprehensive General Liability	\$ 1,000,000	

- |                                      |    |           |
|--------------------------------------|----|-----------|
| b. Workers' Compensation             | \$ | Statutory |
| c. Motor Vehicle Liability Insurance | \$ | 1,000,000 |

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

7. Non-discrimination. The Contractor and any subcontractors performing the services on behalf of the Contractor shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as Contractor) agrees as follows:

- (1) **Compliance with Regulations:** Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.
- (3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Contractor of the Contractor's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Contractor shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to Contractor's books, records, accounts, other sources of information and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of Contractor is in the exclusive possession of

another who fails or refuses to furnish this information, Contractor shall so certify to the State or the FHWA as appropriate, and shall set forth what efforts Contractor has made to obtain the information.

- (5) **Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the nondiscrimination provisions of this agreement, the State shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to Contractor under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) **Incorporation of Provisions:** Contractor shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

Contractor shall take such action with respect to any sub-agreement or procurement as the State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Contractor may request the State enter into such litigation to protect the interests of State, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

9. Compliance with All Laws. Contractor shall at all times comply with all applicable laws and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
10. Substitutions: If particular people are identified in this Agreement are providing services under this Agreement, the Contractor will not assign others to work in their place without written permission from C/CAG. Any substitution shall be with a person of commensurate experience and knowledge.
11. Sole Property of C/CAG. Work products of Contractor which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall be and become the property of C/CAG. Contractor shall not be liable for C/CAG's use, modification or re-use of products without Contractor's participation or for purpose other than those specifically intended pursuant to this Agreement.
12. Agreement Renewal. This Agreement may be extended for an additional one (1) year, with no additional cost, upon approval by the C/CAG Executive Director and Contractor.
13. Access to Records. C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor shall maintain all required records for three years after C/CAG makes final payments and all other pending matters are closed.

14. Merger Clause. This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties

not expressly stated in this document are not binding. Any subsequent modifications must be in writing and signed by the parties. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.

15. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.
16. Notices. All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and addressed as follows:

City/County Association of Governments of San Mateo County  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063  
Attention: Jean Higaki

Notices required to be given to contractor shall be addressed as follows:

CSG Consultants Inc.  
1700 S. Amphlett Blvd., 3<sup>rd</sup> Floor  
San Mateo, CA 94402  
Attention: Cyrus Kianpour

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

CSG Consultants Inc.

By \_\_\_\_\_

\_\_\_\_\_  
Date

City/County Association of Governments (C/CAG)

By \_\_\_\_\_  
C/CAG Chair

\_\_\_\_\_  
Date

By \_\_\_\_\_  
C/CAG Legal Counsel

## **EXHIBIT A SERVICES**

### **C/CAG ON CALL FEDERAL AID RELATED PROJECT COORDINATION SERVICES**

#### **SCOPE OF WORK**

##### **BACKGROUND**

Approximately every six years, U.S. Congress enacts a surface transportation act. The current act (SAFETEA) originally scheduled to expire on September 30, 2009 is still in effect through several legislative extensions. The funding provided to our area through this legislation includes Surface Transportation Program (STP) and Congestion Mitigation and Air Quality (CMAQ) funds.

In December 2009 the Metropolitan Transportation Commission adopted an overall framework directing how approximately \$1.4 billion in STP and CMAQ funds were to be allocated over the following six years (2010 - 2015). The first three years (Cycle 1) of this period were committed to projects and programs and the overall framework provided policy direction for the second three years (Cycle 2).

In March 2012, MTC has proposed an alternative to the previous Cycle 2 framework that integrates the region's federal transportation program with land-use and housing policies by providing incentives for the production of housing with supportive transportation investments.

C/CAG, acting as the county congestion management agency (CMAs) is responsible for the project selection and programming of the County's share of federal funding coming from the Region. Programming policies in MTC resolutions require elements of public involvement to comply with federal Title VI. Cycle 2 programming efforts must follow the requirements (e.g. minimum grant size, minimum eligibility requirement, air quality conformity, RTP consistency), to be adopted by MTC, for Cycle 2, in May 2012.

C/CAG is also responsible for the overall delivery of the Cycle 2 program and must take corrective action when and where project are at risk of delivering within the regional and state deadlines.

The expected role of the on call federal aid related coordinator is to act a staff extension and program manager on an as needed basis.

##### **PROPOSED SCOPE OF WORK**

Expected general Project Coordination Services include but are not limited to:

###### Program and Project Delivery

- Develop, monitor, and control the program, schedule, cost/ budget, and risk.
- Develop a communications plan, to coordinate the review and monitoring of the assigned program.
- Inform project sponsors involved of anticipated delays in deliveries, and initiate recovery plans to mitigate the effects of the delays.
- Make recommendations to project sponsors relative to the project, in terms of corrective action plans and required level of expediting to keep the project on track.
- Assist project sponsors with project delivery where and when appropriate.
- Facilitate expedited processes to maintain program schedule and milestones deliverables.

- Coordinate required delivery dates of programmed projects, identify potential program risk, and initiate corrective action.
- Ensure sponsor work activities and projects are in compliance with federal, state, and regional policies and procedures.
- Provide regular (e.g. weekly / monthly as applicable) written program performance and project status updates to the Transportation Systems Coordinator.
- Provide project status updates to Metropolitan Transportation Commission upon request.
- Organize, coordinate, attend, and represent C/CAG at coordination meetings, stakeholder meetings, project development team (PDT) meetings, and any other project meetings initiated to facilitate project progress.
- Monitor invoice status of obligated projects and inform project sponsors involved of anticipated invoicing deadlines. Ensure invoices are submitted and processed by or before specified deadlines.
- Other duties as requested.

#### Programming

- Organize, coordinate, and represent C/CAG at outreach events regarding implementation of the program.
- Organize, coordinate, and represent C/CAG at workshops and meetings during program development.
- Prepare meeting/ workshop materials, minutes, and agendas.
- Develop a communications plan to disseminate program guidelines and coordinate the project selection process with the programming process.
- Monitor the programming process and ensure completion of programming documentation of projects to comply with the regional and state requirements as specified in the current program cycle.
- Project planning, programming and monitoring activities related to development of the Regional Transportation Improvement Program and the STIP required by Government code Section 14527, et. Seq. and for the monitoring of project implementation for projects approved in these documents.
- Conduct planning and prepare appropriate plan(s) related to the development of TIP and STIP.
- Coordinate and reconcile comments with the project sponsors, stakeholders, and technical teams during the programming process.
- Assist and coordinate the solicitation of projects as necessary and as directed by the Transportation Systems Coordinator or other appropriate C/CAG staff.
- Expedite, facilitate, and/or coordinating the flow of project data between the project sponsor and the programming entity (MTC).
- Other duties as requested

Specific detailed “Task Orders” will be developed and executed for services rendered by Contractor.